

Terms and Conditions of Business for Direct Works

The following set out the terms and conditions by which Site Solutions (Env) Ltd, trading as Enviro Waste Management and Best Skips, will provide the Services to collect, recycle, handle, transport, store, dispose or otherwise deal with the Controlled Waste and/or Waste Containers.

1. Definitions

Site Solutions (Env) Ltd – a waste carrier with registration number CBDU416844, a company registration number of 12916607, and registered office Unit T14, Leyton Industrial Village, Argall Avenue, London E10 7QP.

Customer – the person, firm, company or organisation to which the Services are requested or supplied by Site Solutions (Env) Ltd.

Order – the Customer's request for the supply of Services in accordance with clause 2.1.

Agreement – the contract for the provision of Services provided by Site Solutions (Env) Ltd to the Customer in accordance with these terms, which shall come into existence when Site Solutions (Env) Ltd accepts the Order in accordance with clause 2.1.

Site – address where Customer specifies in the Order for the waste to be collected from.

Job Number – a unique number provided to the Customer on confirmation by Site Solutions (Env) Ltd of the Services to be provided to the Customer.

Environmental Acts – Environmental Protection Act 1990, The Waste Electric and Electronic Equipment Regulations 2013 and Controlled Waste (England and Wales) Regulations 2012.

Approved – Company or individuals that are appropriately registered and licensed in accordance with the Environmental Acts.

Controlled Waste – any waste as defined in the Environmental Acts to be collected from the Site(s) by Site Solutions (Env) Ltd as set out in the Agreement.

Waste Transfer Note – documentation required under the Environmental Act for the movement of non-hazardous waste.

Consignment Note – documentation required under the Environment Acts for the movement of hazardous waste.

Document/Documentation – Consisting of the Waste Transfer Note, Consignment Note or other official documents as required under the Environmental Acts.

Services – waste collection Services and/or Waste Containers provided by Site Solutions (Env) Ltd in accordance with these terms and conditions.

Charges – any fees payable by the Customer for the Services provided by Site Solutions (Env) Ltd in accordance with the Agreement.

Material – includes any material, or substances intended to be processed.

Processing – the loading, decontamination, transport, treatment, disposal, re-cycling and any other handling process.

Sub-Contractors – any Approved company or individual that Site Solutions (Env) Ltd select to provide the Services.

Customer Credit Account – an approved customer credit account with Site Solutions (Env) Ltd with 30-day credit terms as specified in writing or by email, for the payment by the Customer for the Charges of the Services provided.

Waste Container – any Waste Container supplied by Site Solutions (Env) Ltd or the Customer, used by the Customer for the Customer's Controlled Waste which is collected by Site Solutions (Env) Ltd and/or Sub-Contractor.

Force Majeure – any event arising which is beyond the reasonable control of the affected party, such as fire, flood, disaster, industrial action.

2. Agreeing Services and changes to Services

2.1 The Customer agrees that any request for Services whether by telephone, email or any other method will only be binding on Site Solutions (Env) Ltd, when Site Solutions (Env) Ltd have confirmed the Services requested with a Job Number in writing or by email.

2.2 The Customer agrees that any changes to the Services in 2.1, at the request of the Customer, will not be binding on Site Solutions (Env) Ltd unless Site Solutions (Env) Ltd has agreed and confirmed the amended Services in writing or by email.

2.3 Site Solutions (Env) Ltd is under no obligation or liability to provide the Services until all conditions are agreed by Site Solutions (Env) Ltd and confirmed with a Job Number.

2.4 The Customer agrees that any request to cancel the Services whether by telephone, email or any other method will result in being charged:

- a £75+VAT cancellation fee if less than 12 hours' notice is given prior to collection in the following postcodes: Home Zone includes all Es, N1, N4, N5, N7, N9, N15, N16, N17, N18, WC, EC, SE1, SE7, SE8, SE10, SE11, SE16, SE17, W1.
- A £107+VAT cancellation fee if less than 12 hours' notice is given prior to collection outside the Home Zone described above. I.e. London postcodes excluding all Es, N1, N4, N5, N7, N9, N15, N16, N17, N18, WC, EC, SE1, SE7, SE8, SE10, SE11, SE16, SE17, W1

3. Providing the Services

3.1 Site Solutions (Env) Ltd is compliant with the necessary Environmental Acts and may use Approved Sub-Contractors to provide the Service to the Customer.

3.2 Site Solutions (Env) Ltd will use all reasonable endeavours to comply with any timetable set out in the Agreement.

3.3 Site Solutions (Env) Ltd reserves the right to check that the Controlled Waste complies with the Documentation. If there are differences Site Solutions (Env) Ltd

will report any issues to the Customer. This provision does not absolve the Customer's responsibility of providing accurate information, informing Site Solutions (Env) Ltd of any changes to the Controlled Waste, or as required to complete the Documentation.

3.4 Site Solutions (Env) Ltd reserves the right to refuse to provide its Services if the Controlled Waste does not agree with the Document. In such event Site Solutions (Env) Ltd reserves, the right to make a Charge for the aborted journey.

3.5 Following collection from the Site, Site Solutions (Env) Ltd reserves the right to reject any Controlled Waste that does not agree with the Document. In such event the Customer will be liable for any costs associated with the disposal of the rejected waste in accordance with the Environmental Acts. If it is not possible for Site Solutions (Env) Ltd to dispose of the rejected waste Site Solutions (Env) Ltd reserves the right to return the rejected waste to the Customer; the Customer will be liable to Site Solutions (Env) Ltd for the cost of returning the rejected waste.

4. Customer Responsibilities

4.1 The Customer will take all reasonable steps to ensure that the Controlled Waste is kept safe and in good condition.

4.2 The Customer agrees that the Customer always remains responsible for the health and safety of the Customer's workers and any persons who may be affected by the Customer's actions in connection with the use, handling, storage, transport of and access to the Controlled Waste on the Site.

4.3 Unless otherwise agreed when agreeing the Services, the Customer will be responsible for packaging the Controlled Waste to ensure that it does not escape whilst in transit and is safe for transportation.

4.4 The Customer will always cooperate with Site Solutions (Env) Ltd, its staff or Sub-Contractors and provide a response to any reasonable request for information or action as soon as reasonably practicable. This will include information required to complete the necessary Documentation required under the Environmental Acts.

4.5 The Customer will inform Site Solutions (Env) Ltd as soon as reasonably practicable if any information provided to complete the Documentation is found to be inaccurate or changed.

4.6 The Customer will maintain insurance cover in respect of the Customer's indemnities and Site Solutions (Env) Ltd reserves the right to request to see a copy of such cover at any time.

4.7 The Customer is liable and/or responsible for the Controlled Waste whilst it is on their site.

4.8 The Environmental Acts place an obligation on Customers to document certain details about the Controlled Waste and to keep and maintain records. Site Solutions (Env) Ltd cannot by law and do not assume the Customer's obligations.

5. Environmental Documentation

5.1 The Environmental Acts place obligations on Site Solutions (Env) Ltd and the Customer to document certain details about Controlled Waste and to keep appropriate records.

5.2 The Documentation must be signed by the Customer as appropriate to the Service provided by Site Solutions (Env) Ltd and the Customer warrants that any information provided by the Customer, or any of its representatives, will be true and accurate. This will include but not limited to:

- The site details including where appropriate, premises code and SIC code for the process producing the waste.
- The quantity of Controlled Waste
- Whether a special container will be necessary, and if so its type and size.
- Whether special transport provision will be necessary.

5.3 Site Solutions (Env) Ltd will use this information to complete the Waste Transfer Note or Consignment Note if one is not supplied by the Customer.

6. Collection and Access

6.1 The Customer will use all reasonable endeavours to ensure suitable and safe access to the Site for the collection of the Controlled waste. This will include parking, reversing and turning the vehicles. Site Solutions (Env) Ltd reserves the right to charge for an aborted journey where access is denied or is unsuitable as determined by Site Solutions (Env) Ltd acting reasonably, or for additional time in accessing the Site to provide the Service as a result of the Customer's delay.

6.2 Site Solutions (Env) Ltd, its representative or Sub-contractor may refuse to service or access the Site if in their reasonable opinion it is considered to be unsafe or likely to cause damage to any property on the Site and/or the property of Site Solutions (Env) Ltd and/or Subcontractors and reserves the right to charge for any abortive journey in such circumstances.

6.3 The Customer shall be liable for the payment of any parking fines or charges properly incurred by Site Solutions (Env) Ltd and/or a Sub-Contractor as a result of parking in accordance with the Customer's instructions when providing the Services.

6.4 The Customer agrees that the Customer will be liable for any damage to the property of Site Solutions (Env) Ltd and/or Sub-Contractor where the damage is a result of the negligence of the Customer.

6.5 Time shall not be of the essence in relation to any Services provided by Site Solutions (Env) Ltd and/or Sub-Contractor and Site Solutions (Env) Ltd shall use all reasonable skills and care in performing the Services in accordance with the

Agreement. Site Solutions (Env) Ltd shall not be liable for any costs connected with any delay in the Delivery of the Services. The Customer is not entitled to any compensation or damages as a consequence.

- 6.6 Site Solutions (Env) Ltd shall obtain and at all times maintain all licences and consents which may be required for the provision of the Services and shall and procure that any Sub-Contractor shall comply with all applicable laws, regulations, guidelines or industry codes, including the Environmental Acts, which may apply from time to time to the provision of the Services.

7. Waste Containers

- 7.1 Waste Containers supplied by Site Solutions (Env) Ltd shall be deemed to be in good working order and fit for the Customer's purpose, except to the extent that the Customer notifies Site Solutions (Env) Ltd of any defects within 1 working day of delivery of the Waste Container(s) to the Site.
- 7.2 The Customer will take all reasonable measures to ensure that Waste Container(s) (whether the property of the Customer or supplied by Site Solutions (Env) Ltd) are kept safe and in good condition, and that any container to be collected by Site Solutions (Env) Ltd are fit for transportation and comply with the relevant Environmental Acts.
- 7.3 The Customer will ensure that Waste Containers are only filled to the maximum level and maximum weight, as defined by the manufacturer of the container, legislation and/or Site Solutions (Env) Ltd. Site Solutions (Env) Ltd reserves the right to refuse to collect any container that exceeds the maximum weight or maximum level. Site Solutions (Env) Ltd reserves the right to charge for any aborted journey, or additional time required by Site Solutions (Env) Ltd to provide the Service.
- 7.4 The Customer is liable and/or responsible for any Waste Container provided by Site Solutions (Env) Ltd whilst on the Customer's Site.
- 7.5 The Customer will allow Site Solutions (Env) Ltd and/or Sub-Contractor access to the Site as agreed in the Agreement, to deliver, replace or remove the Waste Containers.
- 7.6 The Customer will make all reasonable endeavours to ensure that suitable access to the Site is maintained, and that the area designated for the delivery or collection of the Waste Container is suitable and safe. This will include parking, reversing and turning the vehicles. Site Solutions (Env) Ltd reserves the right to charge for any wasted journey where access is denied or deemed by Site Solutions (Env) Ltd or Sub-Contractor acting reasonably to be unsuitable and/or unsafe.
- 7.7 All or any risk for damage or loss to the Waste Container supplied by Site Solutions (Env) Ltd shall pass to and remain with the Customer from the time of delivery to Site and removal from Site, except where the loss or damage results from Site Solutions (Env) Ltd or the Sub Contractors negligence of wilful default.
- 7.8 Time shall not be of the essence in relation to delivery or Collection time, or performance requirements provided by Site Solutions (Env) Ltd and/or Sub-Contractor and Site Solutions (Env) Ltd shall use all reasonable skill and care to perform in accordance with the Agreement. Site Solutions (Env) Ltd shall not be liable for any costs connected with any delay in the Delivery of the Services. The Customer is not entitled to any compensation or damages as a consequence.
- 7.9 Site Solutions (Env) Ltd shall not be liable to the Customer for any damage to property or Waste Containers, loss of Waste Containers, nuisance or interference howsoever caused in relation to Waste Containers, loss of profit, anticipated profits, revenue, anticipated savings, goodwill or business opportunity, or any indirect or consequential loss or damage, save where such damage or loss results from the negligence of Site Solutions (Env) Ltd or the Sub Contractor.
- 7.10 If the Customer requests that the Waste Container is to be placed in a position which requires the vehicle to leave the public highway the Customer will indemnify and hold Site Solutions (Env) Ltd harmless against any loss, cost, claims, damages or expenses which Site Solutions (Env) Ltd or Sub-Contractor may incur, whether as a result of damage to the vehicle, Waste Container, the Customer's property, the Site, road or pavement.

8. Charges and Payment

- 8.1 Unless a Customer Credit Account has been expressly agreed in writing by Site Solutions (Env) Ltd, all Charges for the Services provided by Site Solutions (Env) Ltd are to be paid on collection of the Controlled Waste. Payment is to be made by Credit or Debit card.
- 8.2 Where a Customer Credit Account is agreed the Customer will pay Site Solutions (Env) Ltd the Charges within 30 days of the invoice date ("due date") unless otherwise agreed. In any event Site Solutions (Env) Ltd reserves, the right to request payment in advance of the collection of the Controlled Waste.
- 8.3 All Services will be charged at the current rate of VAT.
- 8.4 If there is any dispute concerning Charges the Customer will not be entitled to make any offset against any other sum due to Site Solutions (Env) Ltd unless expressly agreed by Site Solutions (Env) Ltd in writing.
- 8.5 Site Solutions (Env) Ltd reserves the right to withdraw its Services or to suspend Services if any Charge is unpaid by the due date. In this event the Customer will be responsible for additional Charges this may incur, or for any costs where the Customer makes alternative arrangements for the collection of the Controlled Waste.

- 8.6 Any sums due from the Customer which remains outstanding at the Due Date shall attract interest at the rate of 4% per annum above the base rate of the Bank of England and shall be payable; such interest shall accrue daily.

- 8.7 All Costs quoted are for the Service according to the current Agreement for collection of the Controlled Waste according to the Document.

- 8.8 Site Solutions (Env) Ltd reserves the right to make additional Charges where Site Solutions (Env) Ltd and/or Sub-Contractor have difficulties with:

- Access to the Site for delivery of the Services
- Location of the Site due to inaccurate information provided on the Site address
- Removal of Controlled Waste where the Controlled Waste differs from that specified in the Document
- Where extra collections are required due to the quantity of Controlled Waste, or
- For any other authorized or unauthorized changes to the Services.

- 8.9 Site Solutions (Env) Ltd may amend its standard Charges at any time and will charge a premium rate for Services required outside of normal working hours, save any Orders placed by the Customer prior to any change which shall remain as quoted at the time the Order was placed.

9. Limitation of liability

- 9.1 **This clause does not exclude or limit in any way our liability for (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.**

- 9.2 **Subject to the preceding, under no circumstances whatsoever shall we be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and (b) our total liability to you in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of our services under the contract in question.**

- 9.3 **Due to the nature of the service we cannot guarantee that no damage to property will occur during the clearance process. The customer should inspect the working area once our clearance is complete and notify the team of any damage before the team have left the site. Any such damage must also be notified in writing to Site Solutions (Env) Ltd within 7 days of completion of the site clearance. We will not accept liability for any damage that is not notified to us within this time.**

10. Miscellaneous

- 10.1 These terms will be in force from the date an Order is accepted.
- 10.2 In the event of a Force Majeure which gives rise to, or is likely to give rise to, any failure or delay in performing the obligation under this Agreement, the party shall immediately notify the other party to the Agreement giving details of the event, and an estimate of the period the failure or delay will continue. The affected party will take reasonable steps to mitigate the affect of the Force Majeure but shall have the right to terminate the Agreement if such event continues for 30 days.
- 10.3 Termination of Services by either party under clause 10.2 shall be without prejudice to all other rights and liabilities which have accrued to either party before that date.
- 10.4 Any notice to be served on the other party to the Agreement shall be sent either by prepaid recorded delivery or registered post and shall be deemed to have been received by the addressee 72 hours after posting, or by email to bookings@envirowastemanagement.com, and shall be deemed to have been received 24 hours after sending.
- 10.5 The Agreement shall be governed by English Law in every aspect including the formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with the Agreement may be brought in any Court of competent jurisdiction in England.
- 10.6 Site Solutions (Env) Ltd undertakes that it shall not at any time during the supply of Services, and for a period of five years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Customer, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority."